DIVORCE—RECOGNITION OF FOREIGN DECREE—NEW YORK.—The defendant married one Murphy in Pennsylvania. Later, while Murphy was domiciled in New York, where he died before the commencement of this action, the defendant obtained a divorce in Massachusetts by constructive service. Subsequently the plaintiff married the defendant in North Dakota, and before this suit both acquired a domicile in New York. In an action by the plaintiff to have his marriage annulled on the ground that the Massachusetts decree was invalid in New York, *held,* the policy of this state was not contravened by recognizing this decree. *Hubbard* v. *Hubbard* (N. Y. Ct. of App. 1920) 62 N. Y. L. J. 2001.

Manifestly if the Massachusetts decree were invalid in New York the defendant had a husband living at the time of her marriage to the plaintiff, a fact which would entitle the latter to have his marriage annulled. N. Y. Code Civ. Proc. §§ 1743, 1745. Technically the case falls within the rule repeatedly laid down by the New York courts that a divorce decree of a foreign state not the matrimonial domicile is not binding in New York without personal jurisdiction of the defendant. *Olmsted* v. *Olmsted* (1908) 190 N. Y. 458; 83 N. E. 569; aff'd 216 U. S. 386, 30 Sup. Ct. 292. The reason for this rule would seem to be to prevent a foreign state from affecting a change in the matrimonial status acquired in New York by one of its residents, where such a change is contrary to the public policy of New York. See *People* v. *Baker* (1879) 76 N. Y. 78, 86; 20 Columbia Law Rev. 473 *et seq.* But this reason is not controlling in view of the peculiar facts of this case, since the matrimonial status in the instant case was not acquired in New York, nor had New York ever been the matrimonial domicile of both the defendant and her former husband. The court was also influenced in its decision by the fact that the plaintiff had instigated the procurement of the divorce. Moreover, as the court was careful to point out, a contrary holding would make New York a haven to which married persons would fly to have a valid foreign marriage nullified because one of the divorced parties who, like Murphy, happened to leave the matrimonial domicile and become a resident of New York, was not personally served. The decision of the court is to be commended on the ground that it is a step away from a mechanistic application of a rule of policy which should be invoked only to clear away manifest evils.

DOWER—EQUITABLE ESTATES—ALIENATION BY HUSBAND.—In a proceeding by a vendor of land under an executory contract to have it sold and the balance of the purchase price paid out of the proceeds, the wife of the vendee claimed dower in any surplus remaining after discharge of the vendor's lien as against a third party to whom her husband assigned his contract rights without her joining. *Held,* the husband's assignment extinguished all possibility of the wife's dower. *Corcorren* v. *Sharum* (Ark. 1920) 217 S. W. 803.

By statute in most jurisdictions the widow is given right of dower in equitable estates to which the husband is entitled at the time of his death. See 13 Columbia Law Rev. 550; *In re Ransom* (1883) 17 Fed. 331, 333. The right of a contract purchaser in realty for which he has paid part of the purchase price is held to be an equitable estate. *Spaulding* v. *Haley* (1911) 101 Ark. 296, 142 S. W. 172. But in such equitable estate there is no inchoate right of dower. If the husband assigns, the wife's expectancy is defeated. *Hicks* v. *Stebbins* (N. Y.

1870) 3 Lans. 39; see *In re Ransom, supra; Morse* v. *Thorsell* (1875) 78 Ill. 600, 604. It was deemed inconvenient and impolitic to hamper the assignability of executory contracts with reference to land by granting a wife an inchoate right of dower in the benefits thereof. *Heed and Wife* v. *Ford* (Ky. 1855) 16 B. Mon 114; *Hamilton* v. *Hughes* (Ky. 1831) 6 J. J. Mar. 581. The result is that the statutes governing dower in equitable estates are so narrowly limited as to have no greater effect than statutes of compulsory distribution.

FOREIGN CORPORATIONS—WITHDRAWAL FROM STATE—SERVICE OF PROCESS. —The defendant was a corporation organized under the laws of Wisconsin and doing business in New York. In compliance with a statute of the latter state, N. Y. Consol. Laws c. 23 (Laws of 1909 c. 28) §§ 15, 16, it appointed an agent to receive service of process. See N. Y. Code Civ. Proc. § § 432, 1780. Later the defendant withdrew from the state but failed to revoke the designation of the agent. The plaintiff corporation, organized under the laws of New York, sued the defendant upon a cause of action which arose out of the state but before the withdrawal of the defendant. Service of process was had upon the designated agent. On motion to set aside the service, *held,* the defendant corporation was not within the state for jurisdictional purposes. *Chipman* v. *Jeffrey Co.* (1920) 40 Sup. Ct. 172.

It is a fundamental requisite of due process of law that a corporation be within the state where service of process is attempted upon it, which has been interpreted to mean that it must be carrying on a regular, systematic course of business therein. *Tauza* v. *Susquehanna Coal Co.* (1917) 220 N. Y. 259, 115 N. E. 915; *Dollar Co.* v. *Canadian C. & F. Co.* (1917) 220 N. Y. 270, 115 N. E. 711; *Riverside Mills* v. *Menefee* (1914) 237 U. S. 189, 35 Sup. Ct. 579; 20 Columbia Law Rev. 205. The rule is the same whether service is to be made upon a designated agent or upon a general officer. *Bagdon* v. *Phil. & Reading C. & I. Co.* (1916) 217 N. Y. 432, 111 N. E. 1075; *Goldey* v. *Morning News* (1895) 156 U. S. 518, 15 Sup. Ct. 559; *Wilkins* v. *Queen City Savings Bank & Trust Co.* (C. C., 1907) 154 Fed. 173; *Louden Machinery Co.* v. *American Mal. Iron Co.* (C. C., 1904) 127 Fed. 1008. But, on the other hand, where the corporation is doing business within the state so as to make it amenable to process under this rule, the cause of action sued upon need not arise within the state. *Bagdon* v. *Phil. & Reading C. & I. Co., supra; Smolik* v. *Phil. & Reading C. & I. Co.* (D. C., 1915) 222 Fed. 148. Statutes preserving rights of action against a foreign corporation by service of process upon a state official or other agent designated for that purpose and providing that such designations are irrevocable even after the withdrawal of the corporation from the state, are valid and constitutional, but only as to causes of action arising within the state while the defendant was doing business there. *Collier* v. *Mutual Reserve Fund Life Ass'n* (C. C., 1902) 119 Fed. 617; *Woodward* v. *Mutual Reserve Life Ins. Co.* (1904) 178 N. Y. 485, 71 N. E. 10; *Hunter* v. *Mutual Reserve Life Ins. Co.* (1906) 184 N. Y. 136, 76 N. E. 1072; aff'd (1910) 218 U. S. 573, 31 Sup. Ct. 127. Since there was no statute attempting to preserve such actions in the principal case, the court properly held that the withdrawal of the defendant was a revocation of the agency *ipso facto. Swann* v. *Mutual Reserve Fund Life Ass'n* (C. C., 1900) 100 Fed. 922; *Friedman* v. *Empire Life Ins. Co.* (C. C., 1899) 101 Fed. 535; *Life Association* v. *Boyer* (1900) 62 Kan. 31, 61 Pac. 387; Beale, Foreign Corporations, § 281.